

## Personal Accident & Sickness Insurance

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### Product Disclosure Statement and Policy Wording

The insurer of this product is:

Wesfarmers General Insurance Limited, trading as Lumley Insurance ABN 24 000 036 279

AFS Licence No. 241461

Preparation Date: 01/03/12

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## **IMPORTANT CUSTOMER INFORMATION**

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### **Who is the Insurer**

The insurer is Wesfarmers General Insurance Limited ABN 24 000 036 279 AFS Licence No. 241461, trading as Lumley Insurance. In this Product Disclosure Statement (PDS) and Policy Wording, unless otherwise stated, the insurer is called 'we', 'us', or 'our'.

Our Head Office is located at:

Lumley House  
Level 9, 309 Kent Street  
Sydney NSW 2000.

Phone: (02) 9248 1111 Fax: (02) 9248 1122.

If you need to contact us, have any questions or would like any further information regarding this insurance, contact your intermediary or us using the contact details provided in this document.

### **About our Product Disclosure Statement (PDS) and Policy Wording**

This document contains the PDS and Policy Wording. It contains important information to help you understand the cover provided by our Policy Wording. This Important Customer Information also forms part of the PDS and Policy Wording.

Before you decide whether to purchase this Policy, please carefully consider if it meets your requirements when you read:

- This Important Customer Information section – it contains information on important matters you need to be aware of before applying for this product
- The PDS which explains the features, benefits, terms, conditions and exclusions
- Any other documents we provide to you about this product which may change the features, benefits, terms, conditions and exclusions described in this Policy Wording.

### **How this insurance works**

This insurance is entered into with the insured and provides cover in relation to insured persons. In some cases the insured may also be an insured person. The insured and insured persons are referred to as "you and your" in this Important Customer Information Section.

Insured persons who are not the insured are not parties to the contract between us and the insured. This means insured person cannot do certain things (e.g.: they cannot cancel or vary the Policy – only the insured can do this). Those insured persons who are not the insured have the right to recover the amount of their loss in accordance with the cover we have agreed to provide to the insured under this Policy by way of a statutory right under section 48 of the Insurance Contracts Act 1984 (Cth). Section 48 states that insured persons have the same obligations in relation to a claim made by them that the insured would have to us (e.g. complying with claims conditions such as subrogation) and may discharge the insured's obligations in relation to a loss. The insurer has the same defences to an action by insured person as they would have in an action by the insured.

They are not contracting insureds (e.g. they cannot cancel or vary the Policy – only the insured can do this) and do not enter into any agreement with us.

Where the Policy covers insured persons other than the insured, the insured:

- (a) does not act as our agent,
- (b) acts independently from us in entering into this insurance to provide cover to insured persons, and
- (c) does not hold an Australian Financial Services Licence and is not authorised by us to provide any recommendations or opinions about the insurance or other financial services to an insured person.

Any notices of expiry, variation, avoidance or cancellation will be sent by us to the insured, but will not be sent to the insured persons. The insured will notify insured persons when this occurs.

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

### **Applying for cover**

When the insured applies for this insurance, they will need to complete an application form. We will use and rely on the information supplied by them to decide the terms of cover we will provide. We provide cover to the insured and insured persons on the terms contained in this document and any other document that we tell them forms part of the terms and conditions of cover, including the most recent Schedule.

The Schedule will contain important information relevant to the insurance including who the insured and the insured persons are, the Period of Insurance, the applicable benefits and limits, the premium, details of the Excess Period and whether any terms and conditions of the Policy have been varied by way of endorsement.

All of these make up the insured's "Policy" with us. These documents should be kept in a safe place.

### **What you need to read**

To determine if this insurance is appropriate for you, it is important that you read:

- this Important Customer Information section – it contains information on important matters you need to be aware of in relation to this insurance;
- the Definitions section – it sets out what we mean by certain defined terms in this insurance;
- the Cover section – it sets out the cover we can provide under this insurance;
- the General Exclusions section – it sets out what we do not cover under any section;
- the General Conditions section – it sets out the details of the insured's, the insured persons' and our rights and obligations under this insurance, including what you need to do if you need to claim; and
- any other documents we provide about the insurance which may change the terms and conditions of the insurance.

If you do not meet your obligations in relation to the Policy, we may cancel this insurance or reduce our liability in respect of a claim to the extent permitted by law.

### **Services Provided by Lumley Insurance and General Advice Warning**

We are an Australian Financial Services Licensee (No. 241461) and are authorised under our licence to deal in and provide general advice on this insurance.

Any advice we or our representatives provide is general only and does not take into account your personal objectives, financial situation or needs. Because of this you should, before acting on the advice, decide if it is right for you and consider the information contained in this document carefully.

### **When you may not be covered**

We may refuse to pay or reduce the amount we pay under a claim in certain circumstances. In particular where exclusions apply or if you do not comply with the terms and conditions of the Policy.

An insured person's access to cover may end before the Period of Insurance ends. For example, if they reach a certain age, or if the insured cancels the Policy. Insured persons need to make sure they understand when this can occur.

We may cancel the Policy in certain circumstances permitted by law e.g. if the insured fails to comply with a provision of the Policy or their duty of disclosure. See the General Conditions for details. If this happens, the cover for insured persons will also cease, but this will not affect the rights of any person which arose before cancellation.

If the insured fails to comply with its duty of disclosure or makes a misrepresentation when applying for cover which is:

- fraudulent, we may treat the Policy as if it was never effected and the insured and insured persons will not be entitled to cover.
- not fraudulent (or we choose not to exercise the right to treat the Policy as if it was never effected), we may reduce our liability under the Policy in respect of a claim made or cancel the Policy in accordance with our cancellation rights (see the General Conditions for details).

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**IMPORTANT CUSTOMER INFORMATION (continued)****Summary of Cover and other significant matters**

The following is a summary only. Please read the full terms, conditions and exclusions of the Policy for a full explanation of the cover.

You can choose either Injury Cover only or Injury and Sickness Cover. (Sickness Cover is not available on its own) These covers provide:

- **Injury Cover** – if an insured person suffers a defined Injury (which must occur during the Period of Insurance and within the Scope of Cover) and this solely results in one of the covered Events set out in the Table of Benefits occurring within 12 consecutive calendar months of the insured person's Injury, we will pay the insured person (or such other persons we specify in the Policy) the applicable lump sum or Weekly Compensation listed for the relevant condition.
- **Sickness Cover** - if an insured person suffers a defined Sickness (which must first occur or manifest itself during the Period of Insurance and within the Scope of Cover) and this solely and independently results in the insured person being Temporarily Totally Disabled within 12 consecutive calendar months of the Sickness first occurring or manifesting itself, we will pay the insured person (or such other person we specify in the Policy) the Weekly Compensation specified in the Table of Benefits for the disability.

Some Additional Benefits for Disappearance and Exposure are also provided.

For an additional premium the insured can also apply for insured persons to be covered for optional Business Expenses (as defined) that they incur each week that they are disabled.

Refer to each cover section for details on the basis of which we settle any claim.

We provide cover for the events specified as covered in the Schedule:

- (a) up to the amount(s), limit(s) and sum(s) insured; and
- (b) for up to the period of time specified in the Policy; and
- (c) subject to all other terms, conditions and exclusions of the Policy.

All amounts insured exclude GST.

You need to make sure that the extent of the cover you choose, and that is provided by this insurance, is what you require.

**Excess Period**

An "Excess Period" applies for disability claims.

If an insured person is continuously Temporarily Totally Disabled or Temporarily Partially Disabled for the whole Excess Period and they are entitled to Weekly Compensation under this insurance, we will begin our payments at the end of the Excess Period, subject to the terms of the Policy. No payment is made for or during the Excess Period.

We agree on the Excess Period with the insured and it is specified in the Schedule. This may be subject to an additional excess period that applies to disability claims arising from sporting injuries.

The Excess Period applies to all claims made under Benefits 19, 20 & 21 under the Weekly Benefits Events Table on page 19 of the Policy and as a result of a recurrence of the same Injury or Sickness referred to in clause 2 "Specific limitations applicable to Weekly Compensation benefits" of the "Limitations on this Cover" section of this document on page 20.

**Cost of the insurance**

The insurance provided is subject to the insured's payment or agreement to pay the Premium we require by the agreed time. In order to calculate the Premium, we take various factors into consideration, including:

- the type and amount of cover requested;
- the insured person's age, occupation and any dangerous or hazardous pastimes or activities they partake in;

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## **IMPORTANT CUSTOMER INFORMATION (continued)**

- the type of insured persons who can access the cover and their medical history;
- the insured's previous insurance history.

Factors that increase the risk generally increase the Premium (e.g. extra cover, higher sums insured or previous costly claims) and those that lower the risk, reduce the Premium payable (e.g. less cover, a longer Excess Period, no previous claims or previous low cost claims).

The Premium also includes government charges, taxes or levies (for example, Stamp Duty and GST where applicable) in relation to the Policy. We will tell the insured when they apply what Premium is payable, when it needs to be paid and how it can be paid.

If cover is effected, the amounts due will be set out in the Schedule.

We may allow the insured to pay the Premium by instalments.

If the insured pays the Premium by 7 or more instalments each year and fails to pay an instalment by the date the payment was due, then if:

- an instalment remains unpaid for at least 14 days, we may refuse to pay a claim arising after payment was due; and
- an instalment remains unpaid for at least 1 month, we may cancel the Policy.

Insured persons who are not the insured may need to pay the insured an amount in order to access the cover.

### **Your Duty of Disclosure**

#### **Your duty of disclosure for a new policy**

The *Insurance Contracts Act 1984* requires that any information that we seek must be collected by a specific question.

When answering our questions, you must be honest and you have a duty under the *Insurance Contracts Act 1984* to tell us anything known to you, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms. It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the policy.

#### **Your duty of disclosure before you renew, extend, vary or reinstate your policy**

You have a duty, under the *Insurance Contracts Act 1984*, to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of our business, ought to know;
- where compliance with your duty is waived by us.

When answering any questions, you must be honest.

We will use the information you disclose in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

#### **Consequence of non-disclosure**

If you fail to comply with your duty of disclosure for a new policy, or before you renew, extend, vary or reinstate your policy we may be entitled to reduce our liability under the policy in respect of a claim or may cancel it. If your non-disclosure is fraudulent, we may also have the option of avoiding the policy from its commencement.

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**IMPORTANT CUSTOMER INFORMATION (continued)****Cooling Off Period**

If you are not completely satisfied with the Policy you may cancel it by notifying us in writing within 30 days of cover having commenced. You will receive a refund of the amount you have paid unless something has occurred for which a claim may become payable under the Policy.

**Confirming Transactions**

You may contact us, in writing or by phone, to ask us to confirm any transaction under the Policy if you or your insurance broker does not already have the required confirmation.

**General Insurance Code of Practice**

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self regulatory code for use by insurers. The Code aims to raise the standards of practice and service in the insurance industry. We are a signatory to the Code of Practice. If you require further details please contact your nearest Lumley office and ask for the State Compliance Officer or visit our website at [www.lumley.com.au](http://www.lumley.com.au).

**How to Make a Claim**

If an insured or an insured person wishes to make a claim, they should in the first instance contact their financial services provider, your insurance broker or us.

Details about making a claim are set out in the General Conditions.

Before we pay any claim, we may require receipts or reports from one or more Medical Practitioners and other documentary evidence. Please ensure that these are kept in a safe place.

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**IMPORTANT CUSTOMER INFORMATION (continued)****How a Claim Payment is Calculated**

The following examples are designed to illustrate how a claim payment might typically be calculated. It is assumed that the insured is registered for GST purposes and provides medical reports, certificates and other supporting documentation for their claim. The examples do not cover all scenarios or all benefits and do not form a part of the policy terms and conditions. They are only a guide.

***Example 1: Temporary Total Disablement - Injury***

The insured person fractures an arm when they fall from a ladder. The insured person is totally disabled and is unable to work for 10 weeks. The insured has taken Business Expense cover and so also incurs actual business expenses of \$11,000 including GST of \$1,000 during the disablement period.

The insured person is listed on the policy with a Weekly Injury Benefit of 100% of Earnings to a maximum \$2,000 per week and Business Expense benefit of \$750 per week. The Excess Period is 14 days.

<b>How much we pay</b>	<b>Explanation</b>
Amount of claim for Temporary Total Disablement 10 weeks = \$20,000.	Proof is supplied confirming Earnings are more than \$2,000 per week. We pay the lesser of 100% of actual Earnings or the Weekly Injury Benefit. The lesser amount is the \$2,000 Weekly Injury Benefit. Weekly Injury Benefit \$2,000 x 10 weeks = \$20,000.
Less 14 Day Excess Period expressed as an amount = \$4,000.	\$2,000 per week divided by 7 x 14 days Excess Period = \$4,000. This is deducted from the Temporary Total Disablement benefit.
Sub-total for Temporary Total Disablement \$16,000.	Payable to the insured person for Temporary Total Disablement. In some circumstances we are liable to deduct pay as you go (PAYG) withholding tax from weekly benefit payments which would reduce this amount.
Business Expenses \$11,000.	Business expenses of \$11,000.
Less ITC \$1,000.	As the insured is registered for GST they are entitled to an input tax credit (ITC) of \$1,000.
Business Expenses \$7,500.	The insured is entitled to the lesser of actual Business Expenses (\$10,000) and the Business Expenses benefit (\$750 x 10 weeks = \$7,500).
Less 14 Day Excess Period expressed as an amount, which is not paid = \$1,500.	\$750 divided by 7 x 14 days Excess Period = \$1,500.
Sub-total for Business Expenses \$6,000.	We would normally pay this amount directly to the insured not the insured person (unless they are the same person).
Total claim payment is \$22,000.	Temporary Total Disablement is paid weekly or fortnightly in arrears and Business Expenses are paid weekly or fortnightly when known.



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**IMPORTANT CUSTOMER INFORMATION (continued)****Example 2: Temporary Total Disablement and Permanent Total Disablement - Injury**

The insured person suffers a serious back injury in a car accident as well as cuts and bruises. The insured person is totally disabled and is unable to work for 26 weeks. It gradually emerges during this period that they may not be able to ever work again in an occupation for which they are suited by education, training and experience, and 12 months after the date of the accident a Medical Practitioner certifies Permanent Total Disablement of the insured person.

The insured person is listed on the policy with a Weekly Injury Benefit of 100% of Earnings to a maximum \$1,700 per week and a Capital Benefit of \$100,000. The Excess Period is 14 days. The Business Expenses benefit has not been taken.

<b>How much we pay</b>	<b>Explanation</b>
Amount of claim for Temporary Total Disablement 26 weeks = \$44,200.	Proof is supplied confirming Earnings are more than \$1,700 per week. We pay the lesser of 100% of actual Earnings or the Weekly Injury Benefit. The lesser amount is the Weekly Injury Benefit.  Weekly Injury Benefit \$1,700 x 26 weeks = \$44,200.
Less 14 Day Excess Period expressed as an amount = \$3,400.	\$1,700 per week divided by 7 x 14 days Excess Period = \$3,400. This is deducted from the Temporary Total Disablement benefit.
Sub-total for Temporary Total Disablement \$40,800.	Payable to the insured person for Temporary Total Disablement. In some circumstances we are liable to deduct pay as you go (PAYG) withholding tax from weekly benefit payments which would reduce this amount.
The Capital benefit is \$100,000.	Permanent Total Disablement has a benefit of 100% of the Capital Benefit amount.
Sub-total for Permanent Total Disablement \$100,000.	Payable to the insured person for Permanent Total Disablement. Once this is paid all Benefits under the policy cease.
Total claim payment is \$140,800.	Temporary Total Disablement is paid weekly or fortnightly in arrears and the Permanent Total Disablement is paid once the medical practitioners have assessed, and we agree, that the insured person is permanently disabled. Normally this occurs 12 months after the date of the Injury.

**Example 3: Temporary Total Disablement and Temporary Partial Disablement - Injury**

The insured person injures their knee in an accident and requires an operation to repair the damage. The insured person is partially disabled from the date of injury until the operation 27 weeks later. The surgeon who carried out the operation certifies the insured person is totally disabled for 6 weeks following the operation to allow the insured person to regain full use of the knee.

The insured person is listed on the policy with a Weekly Injury Benefit of 100% of Earnings to a maximum of \$2,000 per week. Temporary Partial Disablement is 25% of the Temporary Total Disablement Benefit. The Excess Period is 14 days. The Business Expenses benefit has not been taken.

**IMPORTANT CUSTOMER INFORMATION (continued)**

<b>How much we pay</b>	<b>Explanation</b>
Amount of claim for Temporary Partial Disablement 27 weeks = \$13,500.	Proof is supplied confirming earnings are more than \$2,000 pw. For Temporary <u>Partial</u> Disablement we pay 25% the lesser of 100% of the actual Earnings or the Weekly injury Benefit. The lesser amount is the Weekly Injury Benefit. Weekly Injury Benefit \$2,000 x 27 weeks x 25% = \$13,500.
Less 14 Day Excess Period expressed as an amount = \$1,000.	\$2,000 per week divided by 7 x 14 days Excess Period x 25% = \$1,000. This is deducted from the Temporary Partial Disablement benefit.
Sub-total for Temporary Partial Disablement \$12,500.	Payable to the insured person for Temporary Partial Disablement. In some circumstances we are liable to deduct pay as you go (PAYG) withholding tax from weekly benefit payments which would reduce this amount.
Amount of claim for Temporary Total Disablement 6 weeks = \$12,000. The Excess Period is not applied again as it was the same Injury and disablement was within 6 months of the end of the first period of disablement.	Proof is supplied confirming Earnings are more than \$2,000 per week. We pay the lesser of 100% of actual Earnings or the Weekly Injury Benefit. The lesser amount is the Weekly Injury Benefit. Weekly Injury Benefit \$2,000 x 6 weeks = \$12,000.
Sub-total for Temporary Total Disablement \$12,000.	Payable to the insured person for Temporary Total Disablement. In some circumstances we are liable to deduct pay as you go (PAYG) withholding tax from weekly benefit payments which would reduce this amount.
Total claim payment is \$24,500.	Temporary Partial and Temporary Total Disablement payments are paid weekly or fortnightly in arrears.

***Example 4: Temporary Total Disablement - Sickness***

The insured person suffers an ear infection which damages their ear drum and requires an operation to repair the damage. The insured person is temporarily totally disabled from the date of contracting the infection until the infection clears up 3 weeks later. They then have to wait for an operation. The operation takes place 15 weeks after the infection was contracted. The surgeon who carried out the operation certifies the insured person is totally disabled for 2 weeks following the operation to allow the insured person to recover from the operation.

The insured person is listed on the policy with a Weekly Sickness Benefit of 80% of Earnings to a maximum of \$1,100 per week. The Excess Period is 14 days. The Business Expenses benefit has not been taken.

**IMPORTANT CUSTOMER INFORMATION (continued)**

<b>How much we pay</b>	<b>Explanation</b>
Amount of claim for Temporary Total Disablement 3 weeks = \$2,640.	Proof is supplied confirming Earnings are \$1,100 per week. We pay the lesser of 80% of actual Earnings or the Weekly Sickness Benefit. 80% of \$1,100 = \$880. The lesser amount is 80% of actual Earnings. Weekly Sickness Benefit \$880 x 3 weeks = \$2,640.
Less 14 Day Excess Period expressed as an amount = \$1,760.	\$880 per week divided by 7 x 14 days Excess Period = \$1,760. This is deducted from the Temporary Total Disablement benefit.
Sub-total for Temporary Total Disablement \$880.	Payable to the insured person for Temporary Total Disablement. In some circumstances we are liable to deduct pay as you go (PAYG) withholding tax from weekly benefit payments which would reduce this amount.
Amount of claim for Temporary Total Disablement 2 weeks = \$1,760. The Excess Period is not deducted again as it was the same Sickness and disablement was within 6 months of the end of the first period of disablement.	Proof is supplied confirming Earnings are \$1,100 per week. We pay the lesser of 80% of actual Earnings or the Weekly Sickness Benefit. 80% of \$1,100 = \$880. The lesser amount is 80% of actual Earnings. Weekly Sickness Benefit \$880 x 2 weeks = \$1,760.
Sub-total for Temporary Total Disablement \$1,760.	Payable to the insured person for Temporary Total Disablement.
Total claim payment is \$2,640.	Temporary Total Disablement is paid weekly or fortnightly in arrears for each period of disablement.

**Complaints Procedure**

If you have a complaint you may contact us and request that we review the matter. If you are dissatisfied with our decision you may request it be reviewed by our Internal Dispute Resolution (IDR) Committee.

If you are dissatisfied with our IDR Committee's decision you may refer your dispute to the Financial Ombudsman Service (FOS). The FOS is a free and independent dispute resolution service for consumers who have general insurance disputes which is approved by the Australian Securities and Investment Commission. The scheme applies to matters that are covered by the FOS 'Terms of Reference'. We are a member of this scheme and we agree to be bound by the FOS determinations on disputes, but you are not so bound. If you wish your dispute to be heard by the FOS, you must refer your dispute to the FOS within two years from the date of receiving our IDR Committee's decision. You may refer the matter to the FOS by contacting them at:

Financial Ombudsman Service  
GPO Box 3  
Melbourne Victoria 3001  
Tel: 1300 78 08 08  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

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**IMPORTANT CUSTOMER INFORMATION (continued)****Privacy**

We are bound by the National Privacy Principles (NPPs) and comply with the Privacy Act 1988 (Cth). We are committed to ensuring that all our business dealings comply with the NPPs and acknowledge the importance of keeping personal details for individuals confidential and secure.

**Collection**

We collect personal information for the purpose of providing insurance, including arranging insurance, policy administration and claims handling.

**Disclosure**

When necessary, we may disclose your personal information to and/or collect your personal information from:

- other companies within the same Group;
- other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers;
- service providers including: mail delivery, information technology, research and development, customer research, imaging and document management, legal and other professional service providers;
- government, law enforcement or statutory bodies, where required by law;
- dispute resolution service providers, such as the Financial Ombudsman Service; and
- hospitals, medical and health professionals.

Where you are an insured person and not the policyholder, we may disclose your personal information to the policyholder.

**Disclosure overseas**

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- sending your personal information to companies in the same Group;
- when you have asked us to do so;
- when we are authorised or required by law to do so;
- when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement; or

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

**Use**

We use and disclose your personal information for the purposes providing insurance, including arranging insurance, policy administration, claims handling and dispute resolution.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When we disclose personal information to third parties we limit their use and disclosure to the specific purpose for which we supplied it. By providing personal information to us or our agent, you consent to us making these disclosures.

Without your Personal information, we may not be able to provide you with the services you require.

When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for, and how they can access it. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

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**IMPORTANT CUSTOMER INFORMATION (continued)**

If you require a copy of our Privacy Statement, the full Privacy Policy, or further information, please contact your nearest Lumley office and ask for the Compliance Manager or visit our website at [www.lumley.com.au](http://www.lumley.com.au).

**Access**

You can request access to, and if applicable the correction of, the personal information we hold about you by contacting us. A fee may be charged to cover the cost associated with providing access.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

**Goods & Services Tax (GST)**

All amounts insured under the policy are in accordance with the advice you have given to us regarding your GST status.

In respect of your policy with us where you are registered for GST purposes, you should calculate your proposed Sums Insured with reference to your GST status. Depending on your GST status, the Sums Insured may or may not include a GST component.

This outline of the effect of the GST on your policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to your particular circumstances.

**Updating our Product Disclosure Statement**

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. If this occurs, we will provide You with advice of a new PDS or a supplementary PDS to update the relevant information.

**Financial Claims Scheme**

This Policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) and only applies in the event of an insurer becoming insolvent and the Federal Treasurer declaring that the FCS will apply to that insurer.

Payment of a claim under the FCS is subject to the Scheme's eligibility criteria being met.

Information about the FCS can be obtained from the Australian Prudential Regulation Authority at [www.apra.gov.au](http://www.apra.gov.au) or by calling 1300 13 10 60.

**Our contact details**

If the insured, an insured person or their financial services provider needs to contact us, have any questions or would like any further information regarding this insurance, please contact us using the contact details provided in this document or where relevant, or at our local office.

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## DEFINITIONS

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In the Policy some words have a special meaning (whether expressed in the singular or the plural) and we define them below:

**"we", "us", "our" and "Lumley Insurance"** means the insurer, Wesfarmers General Insurance Limited, ABN 24 000 036 279, trading as Lumley Insurance.

**"insured"** means the person or entity named as such in the Schedule.

**"insured person"** means the person named as insured person in the Schedule

To assist in reading this document the following words have been printed in Titlecase wherever they appear in the Policy.

**"Act of Terrorism"** means an act or preparation in respect of an action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or section of the public of any nation by any person or group(s) or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which;

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) create a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or disrupt an electronic system.

**"Accident" and "Accidental"** means a sudden, external, violent, visible, unusual and specific event which occurs fortuitously and is unforeseen or unintended by the insured person and which occurs at an identifiable time and place.

**"Aggregate Limit of Liability"** means the maximum amount we will pay for all claims arising under the Policy made by all insured persons during the Period of Insurance.

**"Benefit Period"** means the maximum period of time for which we will pay any Weekly Compensation for any one Injury or Sickness irrespective of whether claims are made under the Policy or another policy held by the insured or insured person with us, unless we have agreed to provide that cover in excess of this one. The relevant Benefit Period is specified in the Schedule.

**"Business Expenses"** means the fixed expenses that the insured has incurred in the running of the insured person's business being:

- employees wages and on-costs (for example superannuation, premiums for accident or workers compensation, payroll tax, amounts payable under awards and regulations) but not where the employee wages and on-costs are for an insured person;
- rent, property rates;
- electricity, water, gas or telephone charges;
- laundry and cleaning expenses that are regular;
- leasing payments on equipment or motor vehicles; and
- other expenses that are usual for the insured's type of business and for which the insured is entitled to claim as business expenses for income tax purposes.

Business Expenses does not mean:

- payment of the insured person's personal accounts or withdrawals from their accounts for personal use;
- the insured person's wages, salary, earnings or fees;
- wages, salary, earnings or fees for any person as the insured person's replacement; or
- the cost of stock or merchandise.

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**DEFINITIONS (continued)**

**"Earnings"** means if the insured person is self employed, the insured person's gross weekly income derived from personal exertion after deducting any expenses incurred in deriving that income, averaged out over the period of 12 months prior to the date the disablement (with respect to which we have agreed to pay a claim under the Policy) commenced or over such shorter period as he or she has been continuously self employed.

If the insured person is an employee, the insured person's gross weekly rate of pay inclusive of overtime payments, bonuses, commissions and allowances averaged over the period of 12 months prior to the date of the disablement (with respect to which we have agreed to pay a claim under the Policy) commenced or over such shorter period that an insured person has been continuously employed.

Earnings only include income that is earned by the insured person from their own personal exertion or labour and does not include income earned as a result of the personal exertion or labour of other persons unless we specifically agree otherwise in writing. It also does not include any income earned by the insured person as a result of any employment or services provided on a seasonal or temporary basis only, unless specified in the Schedule.

**"Excess Period"** means the period starting on the first date of Temporary Total Disablement or Temporary Partial Disablement caused by an Injury or Sickness, until the end of the Excess Period shown on the Schedule. We will not pay any Weekly Compensation for this period.

If the Temporary Total Disablement or Temporary Partial Disablement is caused by an Injury resulting from training or playing any code of amateur football the Excess Period during which no Weekly Compensation is payable is 28 days or the Excess Period shown in the Schedule, whichever is the greater.

**"Fingers or Toes"** means the digits of a hand or foot.

**"Injury"** means a bodily injury caused solely by an Accident and which occurs independently of any other cause or condition where both the Accident and the bodily injury occur during the Scope of Cover and the Period of Insurance.

'Any other cause or condition' includes, but is not limited to any other bodily injury, or any Sickness, Pre Existing Condition, congenital, degenerative or other condition.

An Injury does not include 'Any other cause or condition' that does not result solely and directly from the Accident that caused the Injury even if it is aggravated by the Injury.

For the purposes of 'Additional Benefit – Disappearance', Injury includes the disappearance, sinking or wrecking of a conveyance or transport in which the insured person is travelling.

**"Limb"** means an entire limb between the hip and the ankle or between the shoulder and the wrist.

**"Loss of Use"** means loss of, by physical severance, or total and Permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

**"Medical Practitioner"** means a medical practitioner who is currently registered with the Medical Board of Australia and who is qualified to practice as a general practitioner, physician or specialist in Australia and does not include the insured person and/or the insured or the spouse, family member or a relative of the insured person and/or the insured.

**"Period of Insurance"** means the period stated in the Schedule. It does not refer to any prior Period of Insurance if the Policy is a renewal of a previous policy or any future Period of Insurance for any policy the insured may enter into with us upon renewal. Each Period of Insurance is treated as separate.

**"Permanent"** means lasting 12 consecutive calendar months and is certified by a Medical Practitioner at the expiry of that period as being beyond hope of improvement.

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**DEFINITIONS (continued)**

**"Permanent Total Disablement"** means Total Disablement which has lasted for at least 12 consecutive calendar months from the date of the Injury and which is certified by a Medical Practitioner at the expiry of that period as being beyond hope of improvement and which entirely prevents the insured person forever from engaging in any occupation, profession, business or employment that they are reasonably fitted for by way of education, training and experience.

**"Policy"** means this document and the Schedule and any other documents we issue to the insured which are expressed to form part of the policy terms, which set out the cover we provide for the Period of Insurance. For the sake of clarity, it does not include any prior policy that this is a renewal of or any future policy that is a renewal of this Policy.

**"Pre Existing Condition"** means any sickness, illness, disease, injury, disability or other condition, including any symptoms or side effects of these:

- of which the insured person is aware or a reasonable person in the circumstances would be expected to have been aware; or
- for which the insured person has sought or received medical attention, undergone tests or taken prescribed medication,

prior to the inception date of the Policy.

**"Quadriplegia"** means Permanent, total and entire paralysis of both arms and both legs.

**"Schedule"** means the schedule we give the insured, including any endorsements which contains the details of the cover specific to the insured.

**"Scope of Cover"** means the operative time of the cover under this Policy as specified in the Schedule.

**"Sickness"** means a sickness, illness or disease that is not an Injury, a Pre Existing Condition, a congenital or degenerative condition and which must:

- occur solely, directly and independently of any other cause and condition, including, but not limited to any bodily injury, other sickness, illness, disease, a congenital or degenerative condition;
- first occur or manifest itself during the Scope of Cover and the Period of Insurance;
- be continuous for a period of not less than 7 days from the date the insured person first sought treatment from a Medical Practitioner in respect of that sickness, illness or disease.

**"Temporary Partial Disablement"** means the insured person is wholly and continuously prevented from engaging in a substantial part of the duties normally undertaken by them in connection with their occupation, profession, business or employment, and they are under the regular care of, and acting in accordance with, the instructions or professional advice of a Medical Practitioner and the disablement is not Permanent.

**"Temporary Total Disablement"** means Total Disablement which is not Permanent Total Disablement.

**"Total Disablement"** means the insured person is wholly and continuously prevented from engaging in their usual occupation, profession, business or employment or any other occupation, profession, business or employment for which they are reasonably qualified by experience, education or training, and they are under the regular care of, and acting in accordance with, the instructions or professional advice of a Medical Practitioner.

**"Weekly Compensation"** means the weekly compensation payable for the Weekly Benefit Events specified in the Table of Benefits.



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**COVER SECTIONS**

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Provided the insured has paid the premium for the relevant cover to us, the insured person is covered for Injury or both Injury and Sickness (as shown in the Schedule).

**INJURY COVER (Only applicable if specified as covered in the Schedule)**

If an insured person suffers an Injury which results in any of the Capital Benefit Events 1-18 or Weekly Benefit Events 19-20 in the Table of Benefits below and the Event:

- (a) is specified as applicable in the Schedule; and
- (b) occurs within 12 consecutive calendar months of the Injury,

we will pay the insured person (or in the case of death, to their estate or as we may specify in the Schedule) the compensation specified for the relevant Event set out in the Table of Benefits.

**SICKNESS COVER (Only applicable if the insured person is covered for Injury Cover and if specified as covered in the Schedule)**

If an insured person is covered for Injury Cover and they suffer a Sickness and this Sickness results in Weekly Benefit Event 21 in the Table of Benefits occurring within 12 consecutive calendar months of the Sickness, we will pay the insured person (or as we may specify in the Schedule) the Weekly Compensation specified in the Table of Benefits for Event 21.

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**TABLE OF BENEFITS**


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**Capital Benefit Events - Table**

We will pay compensation for the following Capital Benefits Events (where specified as applicable in the Schedule). The amount payable is the percentage of the Capital Benefit Sum Insured specified in the Schedule. The benefits are subject to the Limitations on the Cover section on page 20.

<b>Capital Benefit Events</b>	<b>Compensation – Capital Benefit</b>
Injury (as defined) resulting in;	
1. Accidental loss of life	100%
2. Permanent Total Disablement	100%
3. Permanent Quadriplegia	100%
4. Permanent total Loss of Use of one or two Limbs	100%
5. Permanent total loss of sight in one or both eyes	100%
6. Permanent and incurable insanity to the extent of causing legal incapacity	100%
7. Permanent total loss of hearing in	
a) both ears	100%
b) one ear	20%
8. Permanent total loss of lens of one eye	60%
9. Permanent total Loss of Use of Fingers of either hand:	
a) three joints	10%
b) two joints	8%
c) one joint	5%
10. Permanent total Loss of Use of one thumb of either hand:	
a) both joints	30%
b) one joint	15%
11. Permanent total Loss of Use of Toes of either foot:	
a) all one foot	15%
b) big toe, both joints	5%
c) big toe, one joint	3%
d) other than big toe, each toe.	1%
12. Fractured leg or knee cap with established non-union	10%
13. Permanent total Loss of Use of four Fingers and one thumb of either hand	70%
14. Permanent total Loss of Use of four Fingers of either hand	40%
15. Shortening of leg by at least 5cm	7.5%
16. Burns or disfigurement extending to more than 50% of the entire body	20%
17. Permanent disability not otherwise provided for under the above Capital Benefit Events 7 to 16 inclusive. Such percentage not exceeding 75% of the Capital Benefit Sum Insured shall be determined by the opinion of not less than three Medical Practitioners, the first shall be the insured person's treating Medical Practitioner and the other two shall be appointed by us. If there is disagreement between the Medical Practitioners then the percentage to be awarded shall be taken as the average of the three opinions.	up to 75%
18. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth. The maximum amount payable per tooth is \$500.	1% per tooth

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**TABLE OF BENEFITS (continued)****Weekly Benefit Events****WEEKLY COMPENSATION**

We will pay compensation for the following Weekly Benefits Events as specified for the relevant Event below. The benefits are subject to the Limitations on the Cover section on page 20.

19.	Temporary Total Disablement caused directly and solely by Injury	During such disablement, the insured person's Weekly Benefit or the amount calculated on the basis of the percentage of Earnings as specified in the Schedule, whichever is the lesser and commencing from the first treatment by a Medical Practitioner.
20.	Temporary Partial Disablement caused directly and solely by Injury	During such disablement, an amount up to 25% of the Temporary Total Disablement weekly Injury benefit payable under Weekly Benefit Event 19.
21.	Temporary Total Disablement caused directly and solely by Sickness	During such disablement, the insured person's Weekly Benefit or the amount as calculated on the basis of the percentage of Earnings as specified in the Schedule, whichever is the lesser and commencing from the first treatment by a Medical Practitioner.

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**ADDITIONAL BENEFITS****Disappearance**

If during the Period of Insurance and Scope of Cover, a conveyance on which the insured person is travelling, sinks or is wrecked and the insured person's body has not been found within 12 consecutive calendar months after the date of that disappearance, sinking or wrecking, we will presume that the insured person has died as a result of Injury at that time and the Accidental Loss of Life Benefit (Capital Benefit Event 1) will be payable accordingly. Any payment for Capital Benefit Event 1 as a result of this clause is subject to receipt of a signed undertaking by the beneficiaries of the insured person that any such compensation shall be refunded if it is later demonstrated that the insured person did not die as a result of an Injury.

**Exposure**

If by reason of an Injury occurring during the Period of Insurance and Scope of Cover the insured person is exposed to the elements and as a result of such exposure, suffers a condition for which benefits are payable as set out in the Table of Benefits, such condition will be treated as though it were caused by an Injury for the purpose of this Policy.

**OPTIONAL ADDITIONAL BENEFIT****Business Expenses**

- If
- the Schedule shows that the insured person is covered for Injury Cover or Sickness Cover and the Business Expenses option;
  - we have agreed that the insured person is entitled to Weekly Compensation for Temporary Total Disablement for Injury or Sickness;

we will pay the insured;

- the Business Expenses that they actually incur; or
- the Business Expenses that they incur periodically (for example if the insured person has to pay a Business Expense every 4 weeks, then we will pay the insured person one quarter of that amount each week they are totally disabled).

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**TABLE OF BENEFITS (continued)**

We will pay the insured's weekly Business Expenses for each week that the insured person is Temporarily Totally Disabled by the Injury or Sickness up to a maximum period of 52 weeks for each claim that the insured person makes under this Optional Additional Benefit in each Period of Insurance.

The most we will pay under this benefit is the weekly sum insured for the Business Expenses amount specified in the Schedule or the actual weekly Business Expenses costs incurred, whichever is the lesser.

The Business Expenses benefit is subject to the Excess Period for the insured person's Temporary Total Disablement. We will not pay the insured any Business Expenses benefits for or during the Excess Period. We will only pay these benefits after the end of the Excess Period.

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**LIMITATIONS ON THE COVER**

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**1. Specific limitations applicable to compensation payable for Events 1- 20**

In respect of Events 1-20:

- (a) compensation shall not be payable for more than one Capital Benefit Event in respect of the same Injury. If more than one Capital Benefit Event applies we will pay the highest applicable Capital Benefit.
- (b) subject to the provisions of 'Specific limitations Applicable to Weekly Compensation Benefits' including, but not limited to, clause (e), if the insured person is entitled to both Weekly Compensation and a Capital Benefit of 60% or more arising from the same Injury we will only pay the benefit entitlement in accordance with the following:
  - (i) if the insured person has received Weekly Compensation and subsequently becomes entitled to receive compensation for a Capital Benefit of 60% or more as a result of the same Injury, we will only pay the Capital Benefit amount if it is greater than the sum of the Weekly Compensation already paid and we will not pay any further Weekly Compensation for Temporary Total Disablement arising from that Injury even if such Temporary Total Disablement continues. Any Weekly Compensation already paid will not be deducted from the Capital Benefit amount.
  - (ii) if the insured person has not yet received payment of Weekly Compensation for an Injury but is entitled to both Weekly Compensation and a Capital Benefit of 60% or more arising from that same Injury, we will pay the Capital Benefit amount together with Weekly Compensation (less any Excess) for the period of Temporary Total Disablement up to and including the date of payment of the Capital Benefit and there will be no further liability for Capital Benefits or Weekly Compensation under this Policy for that Injury.

**2. Specific limitations applicable to Weekly Compensation benefits**

The following apply in relation to Weekly Compensation:

- (a) no Weekly Compensation shall be payable for disablement during the Excess Period;
- (b) if the Temporary Total Disablement or Temporary Partial Disablement is caused by an Injury resulting from training or playing any code of amateur football the Excess Period during which no Weekly Compensation is payable is 28 days or the Excess Period shown in the Schedule, whichever is the greater;
- (c) Weekly Compensation shall not be payable for more than one of the Weekly Benefit Events 19, 20 and 21 for the same period of time;
- (d) Weekly Compensation for a period of less than one week will be paid at a rate of one-seventh (1/7th) of the Weekly Compensation for each day disablement continues;

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**LIMITATIONS ON THE COVER (continued)**

- (e) if, while the Policy is in force the insured person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same Injury or Sickness, the subsequent period of disablement will be deemed a continuation of the prior period unless between such periods the insured person has worked on a full-time basis for at least 6 consecutive months. Where the period between periods of disablement exceeds 6 consecutive months, the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness and a new Excess Period shall apply and the continuing period of disablement will accumulate to the prior claim period and total Benefit Period;
- (f) no further compensation will be payable under the Policy and all cover will cease for an insured person if the insured person becomes entitled to:
  - (i) a 100% Capital Benefit Compensation; or
  - (ii) the payment of Weekly Compensation for the maximum Benefit Period stated in the Schedule;
- (g) if the insured person is entitled to receive:
  - (i) a weekly or periodical disability benefit from any other policy of insurance; and/or
  - (ii) a weekly or periodical disability benefit under any Workers Compensation Act, Transport Accident Act, Statutory compensation, or any ordinance or any other legislation having similar effect; and/or
  - (iii) weekly earnings from any other employment or occupation;then any Weekly Compensation payable under this Policy will be reduced by the amount the insured person receives from any of the above;
- (h) if an insured person dies as a result of an Injury and Capital Benefit Event 1 is not specified as insured on the Schedule, then compensation shall only be payable under the Policy in respect of Weekly Benefit Events 19 or 20;
  - (i) all Weekly Compensation is paid in arrears;
  - (j) no Weekly Compensation is payable if there is no loss of Earnings;
  - (k) no Weekly Compensation is payable when the insured person is on unpaid leave or maternity leave;
  - (l) all Weekly Compensation will cease on the date of death of the insured person;
  - (m) all Weekly Compensation will cease on the date the insured person retires.

**3. General limitations on compensation benefits**

The following general limits apply in relation to compensation benefits:

- (a) compensation benefits shall not be payable beyond the date of the insured person's death with the exception of an entitlement to the Accidental Loss of Life benefit (Capital Benefit Event 1) if this is shown as covered in the Schedule.
- (b) if a sum is shown in the Schedule as being the Aggregate Limit of Liability, we shall not be liable to pay compensation under the Policy totalling in all more than the Aggregate Limit of Liability for all claims arising under the Policy made by all insured persons during the Period of Insurance shown in the Schedule.

**4. Limitation of weekly benefits outside Australia**

If an insured person has made a claim and is in receipt of Weekly Compensation under the Policy and the insured person travels or resides outside Australia for a period of more than 30 consecutive days (unless otherwise agreed with us in writing), then the Weekly Compensation payable under the Policy will cease at the end of the 30 days taken from the date the insured person left Australia or when the payments have reached the limit of the Benefit Period, whichever occurs first.

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**LIMITATIONS ON THE COVER (continued)****5. Age Limitation**

This Policy does not cover insured persons who are under 18 years of age or over 65 years of age, unless otherwise agreed by us in writing and the insured person is shown in the Schedule and the Schedule shows that 'Limitations on the Cover - 5. Age Limitation' does not apply to that insured person.

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## **GENERAL EXCLUSIONS**

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**No compensation is payable under the Policy for any Injury or Sickness caused by, arising or resulting from or in any way connected with:**

1. a Pre Existing Condition;
2. a) war (whether war is declared or not), hostilities, nuclear, chemical, biological terrorism, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not), civil war; or  
b) mutiny, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
3. taking part in, or training for, any professional sporting or professional theatrical activities;
4. being engaged in any aerial activity, other than as a passenger in a licensed aircraft;
5. intentional self-inflicted Injury or Sickness, self harm, suicide or attempt at suicide;
6. the riding of a motorcycle or a motorbike off-road or on unsealed road surfaces. This does not apply to motorcycle or motorbike riding for agricultural purposes only, as a requirement of the insured person's occupation;
7. any condition attributable to pregnancy, childbirth or miscarriage or complications of these unless the insured person is continuously confined to bed on advice from a duly qualified Medical Practitioner and the term of the pregnancy has not exceeded 26 weeks at the time that the Temporary Total Disablement or Temporary Partial Disablement commences;
8. any Injury or Sickness suffered by any insured person arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) disease, AIDS related disease or Human Immunodeficiency Virus (HIV) infection;
9. the insured person being under the influence of or addiction to drugs or alcohol including Sickness caused by the long-term effects of drug or alcohol abuse (other than drugs prescribed by a Medical Practitioner which are being taken as directed);
10. the insured person's own illegal or criminal act;
11. any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
12. any action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism;
13. any psychiatric or psychological disorder, stress, stress-related disorders, including, but not limited to depression, anxiety, vertigo, physical fatigue or any associated disorders whether or not as result of an Injury (excluding Permanent and incurable insanity to the extent of causing legal incapacity as a result of Injury) or Sickness;
14. ionizing radiation or contamination by radioactivity from any form of nuclear fuel or nuclear waste;
15. asbestos;
16. any GST, fine, penalty or charge for which the insured or insured person is liable, arising out of their misrepresentation to us of, or failure to disclose to us their actual Input Tax Credit entitlement in relation to the GST forming part of the premium payable for this Policy.

We will not pay:

- any benefit that, if the benefit were paid, that payment would constitute the carrying on of a "Health Insurance Business" as defined under the Private Health Insurance Act, 2007 (Cth) or any succeeding legislation to that Act or would result in a breach of the provisions of the Health Insurance Act, 1973 (Cth); or
- for any benefit the insured person has agreed not to seek compensation for from another person or organisation that are or may be liable to compensate the insured person for any loss that is covered by the Policy.

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**GENERAL CONDITIONS**

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**1. Cancellation**

- (a) The insured may cancel the Policy at any time by telling us in writing.
  - (i) If the insured cancels the Policy, (subject to the cooling off period rights) we shall retain and be entitled to the proportional premium for the period during which the Policy has been in force plus our cancellation charge.
  - (ii) Cancellation by the insured will be effective when we receive the request.
  - (iii) Where there is more than one insured under the Policy, we will only cancel the Policy when a written agreement to cancel it is received from all insureds.
- (b) We may only cancel the Policy by giving the insured written notice and in accordance with the provisions contained in the Insurance Contracts Act 1984, including where the insured has;
  - (i) made a misrepresentation to us before the Policy was entered into,
  - (ii) failed to comply with the Duty of Disclosure,
  - (iii) failed to comply with a provision of the Policy including failure to pay the premium,
  - (iv) made a fraudulent claim under the Policy or any other Policy during the time the Policy has been in effect,
  - (v) failed to notify us of a specific act or omission as required by the Policy,
  - (vi) failed to tell us about any changes in the circumstances of the risk during the Period of Insurance.
- (c) If we cancel the Policy, we will advise the insured in writing and cancellation will take effect at whatever is the earlier of the following times:
  - (i) when another contract of insurance is taken out by the insured to replace the Policy, or
  - (ii) at 4.00p.m. Local Standard Time of the third day after the day on which notice was given to the insured or such later time as we may specify in the notice.

After cancellation and subject to the cooling off period rights (See Important Customer Information section), we will keep the premium for the period that the Policy was in force and we will return to the insured the unexpired portion of the premium for the period from the date the Policy was cancelled to the due date of the Policy. We will not refund any premium if a claim has been made under any section of this policy.
- (d) Where the Policy is cancelled, we do not notify any insured persons who are not the insured.

**2. Individual Termination of Insurance**

The insurance of any insured person will immediately terminate on the earliest of the following dates:

- (a) on the date this Policy is terminated;
- (b) on the date the insured requests that such insured person be deleted as an insured person;
- (c) unless otherwise agreed, on the date that such insured person leaves or is dismissed from the insured's employment (not applicable to self-employed persons) or is retired or pensioned;
- (d) on the date the premium became due if the insured fails to pay the required premium except as the result of inadvertent error;



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**GENERAL CONDITIONS (continued)**

- (e) the insured person gives us written notice to terminate their insurance cover;
- (f) on the date such insured person ceases to be eligible for insurance hereunder;
- (g) on the date the insured person reaches an age that is outside the Age Limitations specified in this Policy or as shown in the Schedule.

**3. Change of Occupation**

We provide cover under the Policy to the insured on the basis that the insured and insured persons will continue in their occupation shown on the Application for this insurance for the duration of the Period of Insurance.

The insured must give us immediate written notice if the insured or an insured person changes their occupation and must agree to pay an additional premium if we require it, failing to do this may result in us refusing to pay your claim.

**4. Instalment Premium Payments**

Where we agree that the insured can pay the premium by 7 or more premium instalments each year and the insured fails to pay an instalment by the due date;

- (a) then if the instalment is more than 14 days overdue, we may refuse to pay a claim arising after the instalment was due. If an instalment is less than 14 days overdue, we are entitled to deduct the overdue amount from any claim settlement, and
- (b) we may automatically cancel the Policy if any Premium instalment is more than 30 days in arrears.

**5. Auditing Instalment Premium Payments**

We may at any time after giving the insured reasonable notice audit any of the insured's premium instalment payments.

**6. Other insurance (applicable to insured persons)**

To the extent permitted by law, when other insurance applies to a covered loss, we will pay only in excess of the other insurance, limited to the indemnity being provided under the Policy.

Should an insured person make a claim under the Policy they must advise us of any other insurance which may cover the loss.

**7. What You Must do if You Need to Claim (applicable to insured persons):**

When making a claim an insured, insured person or their representative must comply with the following requirements. If the insured, insured person or their representative does not meet these requirements we may, to the extent permitted by law refuse to pay or reduce a claim.

- (a) Provide written notice to us at any of our offices in Australia within 30 days after the occurrence of any Injury, Sickness, Capital Benefit or Weekly Benefit Event set out in the Table of Benefits in respect of which a claim has arisen or may arise.
- (b) Compensation shall not be payable unless the insured person shall as soon as possible after the happening of any Injury or Sickness giving rise to a claim under the Policy procure and follow proper medical advice from a Medical Practitioner.
- (c) As often as reasonably required by us, submit to medical examination by a Medical Practitioner, including, but not limited to any Medical Practitioner we direct the insured person to consult, on our behalf and at our expense.
- (d) Provide all information, certificates and evidence required by us at the insured person's expense in such form and of such nature as we shall prescribe.
- (e) Provide written proof of loss to us at our office within 30 days after the date of the Event.

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**GENERAL CONDITIONS (continued)**

- (f) In the event of the insured person's death the administrator or executor of the estate will allow us to conduct a post-mortem examination at our expense.

**8. Claim Payment Procedures (applicable to insured persons)****(a) Report of claim forms**

We will, upon receipt of a notice of claim furnish such report of claim forms as are usually required by us for completion by the insured person.

**(b) Time of the payment of claim**

Compensation other than periodic payments will be paid immediately upon receipt of acceptable and verifiable written proof of entitlement to a Capital Benefit, Weekly Benefit or Additional Benefit. Payments for Temporary Total Disablement and Temporary Partial Disablement will be made fortnightly or monthly in arrears, after the Excess Period or any other such period that may apply expires and all documentation required by us is provided to us.

**(c) Subrogation**

We have the right to exercise the legal rights of the insured and/or insured person to conduct, defend or settle any legal recovery action that we consider necessary and to do so in the insured and/or insured persons name. The insured and/or the insured person must not take any action to prejudice any such right of recovery and must co-operate and do all things necessary to enable the recovery action to be prosecuted. This includes providing any statements, documents or assistance we require, including the giving of evidence in court.

**9. Tax or Imposts (applicable to insured persons)**

Where we believe we will become liable for any tax or other imposts levied by any Commonwealth or State government, authority or body in connection with the Policy, we may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under the Policy in the manner and to the extent we determine to be appropriate to take account of the tax or impost.

**10. Applicable Law**

This insurance is subject to the laws of the State or Territory in Australia where the Policy was issued.

**11. Notices**

We will give the insured any notice in writing. We will not give notices to any insured person.

**12. Changing the Policy**

Any change to the Policy we agree with the insured becomes effective when:

- (a) we tell the insured we have agreed to it, or
- (b) we give the insured a new Schedule or endorsement detailing the change.

**13. Transfer of interests.**

No interest in the Policy can be transferred without our written consent.

**14. How Good & Services Tax (GST) affects this insurance**

Our liability to the insured or insured person will be calculated taking into account any input tax credit (ITC) to which the insured or the insured person is entitled for any acquisition which is relevant to the insured or the insured persons claim, or which the insured or insured person would have been entitled were the insured or insured person to have made a relevant acquisition.

However, if the amount of ITC to which the insured or insured person is entitled is less than the GST component of the insured or insured persons claim, we will pay the difference

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**GENERAL CONDITIONS (continued)**

between the GST and the ITC in addition to the claim settlement. We will pay this amount in addition to the Sum Insured.

The Policy is not in force until the Policy Schedule is issued and attached and the Premium has been paid.